

**RESOLUTION No. 128-2014**  
**AUTHORIZING FARMER'S MARKET**  
**BOROUGH OF SEA BRIGHT**

Councilmember Keeler introduced and offered the following resolution for approval; seconded by Councilmember Leckstein:

**WHEREAS**, the Borough of Sea Bright has been approached by Community Green Market Organizers (non-profit organization) to begin a Farmer's Market in the Borough on Thursdays beginning August 7, 2014 thru October 30, 2014 with an additional market to be held before Thanksgiving on Sunday, November 23, 2014 between the hours 2pm to 7pm, rain or shine, and

**WHEREAS**, the Borough Council believes the Farmer's Market will benefit our community, residents, businesses and visitors by providing a variety of goods and services from various local vendors, and

**WHEREAS**, the Borough of Sea Bright requires certain rules and regulations prior to the execution of said agreement, and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey hereby authorizes the Mayor to execute any and all required documents in order to permit this public activity within the community.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the following:

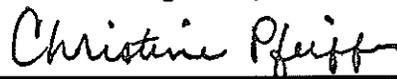
1. Borough Administrator
2. Borough Police Chief
3. Code Enforcement Officer

Roll Call:	Bills,	Keeler,	Kelly,	Lamia,	Leckstein,	LoBiondo,
	Yes	Yes	Yes	abstain	Yes	Yes

August 5, 2014

**CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on August 5, 2014.



\_\_\_\_\_  
Christine Pfeiffer, Deputy Clerk



Sea Bright's First Annual  
Community Farmers' Market 2014  
*Sponsored by the Borough of Sea Bright*

- Time:** Thursday, 2p to 7p, rain or shine  
**Dates:** August 7 thru October 30<sup>th</sup> & and 1 last Market before Thanksgiving. TBD\*
- Location:** Sea Bright Municipal Parking Lot on Ocean Avenue / Route 36 in Downtown Sea Bright
- Fees:** \$25.00 per Thursday – 10' x 10' space  
\$35.00 per Thursday – 20' x 20' space with vehicle.  
  
\$200.00 Season Pass  
*Make checks payable to Borough of Sea Bright. (Memo: SB Farmers' Market)*
- Bring:** Table, Tent, Wash Station (if req'd), Chairs, Goods, Coolers, Grills (with Permit)
- Market Provides:** Space, On-site Management, On-going marketing and promotion.

\*A final market will be held before Thanksgiving for vendors wishing to participate.



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**VENDOR REGISTRATION FORM**

Name of Business: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Telephone #: \_\_\_\_\_ Business Fax #: \_\_\_\_\_

Business E-mail Address: \_\_\_\_\_

Business Website Address: \_\_\_\_\_

Emergency Telephone#: \_\_\_\_\_ (best # to reach you other than business)

Description of Goods / Services: Check all that apply

- Fruits & vegetables: specify products \_\_\_\_\_
- Dairy: specify products \_\_\_\_\_
- Fish: specify products \_\_\_\_\_
- Meat: specify products \_\_\_\_\_
- Maple/honey products: specify products \_\_\_\_\_
- Baked goods: specify products \_\_\_\_\_
- Crafts: specify products \_\_\_\_\_
- Nursery products: circle types – annuals, perennials, vegetable/herb plants, nursery stock
- Eggs
- Herbs (dried or fresh cut)
- Other \_\_\_\_\_

Are the products produced locally in NJ or PA? \_\_\_\_ Yes \_\_\_\_ No

Where are your products produced and by whom? \_\_\_\_\_



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Do you source from local farms and if so, which farms do you source from?

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Additional products you plan to sell as permitted by Market rules?

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Production methods used:

- Certified Organic. Attach current copy of certification.
- Non-certified organic.
- Conventional

Market Operations

Selling space size and fee is specified in the market rules. Payment for booth space is due upon initial sale date at the Market. Non-payment may result in suspension of market privileges.

- I would like to reserve \_\_\_ number of selling spaces for the current season.
- I would like to be a daily vendor, paying a daily fee as I use the market space.

The market season runs from August 7<sup>th</sup> to October 30<sup>th</sup> with an additional market held before Thanksgiving, November 23<sup>rd</sup>. Please indicate when you plan to start attending the market and when you are likely to finish.

- I plan to attend the market for the full season.
- I will attend the market \_\_\_\_\_, and I will be finished for the season on or about \_\_\_\_\_.

Names of Staff To Attend: \_\_\_\_\_

Rates (check box that applies):

Daily Rate: \$25.00    Daily Rate: \$35.00   X \_\_\_\_\_ Days   = Total: \$ \_\_\_\_\_



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Season Pass \$200.00. Includes all dates for 2014 Season (13 Thursdays). Total: \$\_\_\_\_\_

Certificates/Licenses Required:

- Proof of general and product liability coverage in the minimum amount of \$1 million, naming the Borough of Sea Bright as an additional insured party. A certificate must remain current and on file with the Market.
- Sales tax certificate, if you sell taxable items.
- All appropriate permits as required for products being sold, i.e., health permits, farm winery permit, nursery certificate, dairy and meat permits, etc.

Please note: This registration form is not considered to be a finalized agreement for participation in the Sea Bright Farmers' Market. Priority will be given to vendors who sell fresh produce, agricultural and food products over crafts. In addition, space will be allocated based on availability and market demand.

We greatly appreciate your interest in the Market and hope to accommodate your request.

Please Return Completed Form To:

Community Green Market Organizers  
Sea Bright Market Managers 2014  
marketmanager@ideserve.us  
FAX: 209.231.1947  
TEL: 732.982.7842



## Sea Bright's First Annual Community Farmers' Market 2014 *Sponsored by the Borough of Sea Bright*

### RULES OF THE MARKET

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#### **Mission & Goals**

- The mission of the Sea Bright Farmers' Market is to provide a venue where small, local farmers, producers and artisans come together to make available a variety of fresh produce and related products to consumers directly. The Market encourages communication between consumers and growers, fosters social gathering and community building, educates the community on horticultural issues, promotes nutritious food options and strives to stimulate the local economy and revitalize a business area heavily impacted by Superstorm Sandy.

#### **Market Governance**

1. Borough of Sea Bright and the Sustainable Sea Bright Committee will sponsor the Market.
2. The Market Manager(s) will be responsible for the orderly and efficient conduct of the market and for implementing and enforcing the Market rules. The Market Manager(s) will represent the Market during Market days and in community activities. The Market Manager(s) will develop and implement a market budget, establish market policy, recruit vendors, collect fees, establish the operational schedule and advertize and promote the Market.

#### **General Operations – Hours, Dates & Location**

3. The market will be located in Sea Bright's municipal parking lot located on Ocean Avenue/Route 36 in downtown Sea Bright. The market will operate every Thursday from 2pm to 7pm and will run from August 7<sup>th</sup> through October 30<sup>th</sup> with an additional market held before Thanksgiving, date TBD.
4. Vendors may arrive as early as 1:00pm to begin setup and must stay through the end of the market day or until products are sold out to provide a full market to shoppers arriving throughout the market hours.
5. Vendors must notify the Market Manager no less than 6 hours before Market time if they will be absent for that Market day.
6. Approved Vendors in 10' x 10' spaces may drive vehicles into the vending area for unloading and loading purposes only and are required to park their cars in the municipal parking lot.
7. Approved Vendors in 20' x 20' spaces may park trucks in the assigned space with prior notice to the Market Manager.

#### **Who May Sell at the Market**

8. In accordance with the mission & goals, the Sea Bright Farmers' Market invites local farmers, producers and artisans. Local distance is defined as within New Jersey or within 50 miles of New Jersey.
9. The Market is limited to Vendors those who are bona fide growers, crafts persons, or producers of homemade products. Products sold at the Market *must* be grown or produced by the vendor. No selling of wholesale products is permitted unless approved by the Market Manager. Vendors may, on a limited basis, supplement their product line with additional products, as long as that product is missing from the Market, the products are labeled with the place of origin and the Market Manager has been notified and given permission of the supplement. This permission is valid for one season only and must be reapplied for each new season. The Farmers' Market Manager reserves the right to approve the sale of goods and services at each session.
10. All agricultural products may be sold at the market, including but not limited to locally grown fruits and vegetables, dairy products, meats, flowers, plants, honey & maple products, NJ state wines sold by a farm winery, eggs, herbs and related products.
11. Bakers who have baked the products themselves and who possess the proper licensing from either the NJS Dept of Agriculture or their County Dept of Health.



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RULES OF THE MARKET

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12. Handmade agriculturally related crafts will be given preference to non-agriculturally related crafts. In general, crafts will have a limited number of spaces available at each Market.
13. Prepared food vendors with a current mobile food service license.

**Guidelines for Selling**

14. Only approved Vendors may sell at the Market on the announced days, Thursdays, 2:00pm – 7:00pm.
15. All vendors must provide proof of general liability coverage in the amount of \$1 million and naming the market and market sponsor as an additional insured party. A current certificate must remain on file with the market.
16. Vendors who wish to sell at the market but have not paid the annual fee shall be allowed to pay \$25/\$35 at the beginning of their first day only after completing the Vendor Registration Form and providing proof of insurance. Any additional registration forms must be completed before the beginning of their second day at the market.
17. Only those products listed on the Vendor Registration Form will be allowed for sale. Vendors wishing to sell products not on their original application must complete an addendum to their application. The Market Manager (s) must approve products added after the Vendor Registration is submitted.
18. All products offered for sale must be of good quality and condition. The Market Manager(s) reserves the right to require any inferior goods be removed from display. Failure to remove products deemed inferior may result in loss of market privileges.
19. All vendors must have a sign clearly showing their name and business location.
20. All produce displayed for sale must be at least 12" off the ground with the exception of heavy or large items such as pumpkins and melons.
21. Dairy products, canned goods, baked goods and other processed foods must be made in a licensed kitchen. A copy of the License must be submitted with the registration form.
22. Each vendor in the market must be directly involved in or knowledgeable of the production of the produce or products being sold at the market.
23. Each vendor will be responsible for all equipment and supplies for stall setup. Displays should be constructed in a way as to not block customer walkways or pose any other hazard.
24. Vendors are responsible for the actions of their representatives, employees or agents.
25. Vendors are expected to maintain a clean, friendly and cooperative atmosphere at all times.
26. All stall spaces must be swept clean and any refuse removed at the end of each market day.
27. Vendors who provide samples and/or products that will result in waste material, such as cups, rinds and corncobs, must provide containers for waste disposal.
28. No smoking, alcoholic beverages or firearms are permitted at the market. Exception is wine tasting.
29. No hawking, proselytizing or amplified music is permitted at the market. Exception is permitted entertainment.

**Stall Fees & Assignment**

30. All Vendors will be assigned a selling area by the Market Manager(s).
31. Canopies must measure UNDER 10' x 10'. Multiple canopies tethered together require an additional permit and fee.
- 32.
- 33.



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34. Approved Vendors agree to pay a daily or seasonal fee in order to participate. Daily fees are \$25.00 for 10sf spaces and \$35.00 for 20sf. Seasonal fee is \$200 for pre-registered Vendors only. Daily fees will be due and payable to the Market Manager prior to setting up for the day.
35. Vendors with a seasonal commitment will be assigned a permanent spot for the duration of the season. These spaces will be reserved each year for the seasonal vendor, provided that all stall fees are kept current.
36. Daily vendors will be assigned space by the Market Manager on a first come, first serve basis, as space is available. Space in the market is not guaranteed, nor is it guaranteed that daily vendors will be assigned the same space each week they participate in the market.
37. Reserved spaces must be occupied at least 30 minutes prior to the market opening. After that time, daily vendors will be permitted to set up in those spaces, as assigned but the Market Manager. Seasonal vendors arriving after that time will be re-assigned to another space for the day.
38. There will be no refunds or credit given to no-show or late Vendors.
39. To ensure the safety of market patrons, any vendor arriving after the market opening may be required to set up on the periphery of the market.

**Compliance**

40. Vendors must submit the Vendor Agreement, a copy of proof of liability coverage as specified in the Agreement, and Temporary Food Licenses as required by the Health Department along with this registration form, preferably, or at the first Market attended, with Market Manager(s) knowledge and consent.
41. Producers must comply with all laws, ordinances, and regulations of the United States, State of New Jersey, and the Borough of Sea Bright.
42. The Farmers' Market Manager and/or the Sustainable Sea Bright Committee Liaison on behalf of the Borough of Sea Bright will deal with violations of any market regulations. The Farmers' Market Manager may give a verbal warning notice to a vendor for an infraction of the rules. If a Vendor receives two verbal warning notices, the Farmers' Market Manager may take a formal action including but not limited to suspension and/or expulsion. No refund will be given in the case of suspension or expulsion.
43. In case of inclement weather or other situation in which Vendors are precluded (other than disciplinary action) from participating in a session, the Farmers' Market Manager at his/her discretion may make a refund of daily fees or provide credit for future Sea Bright Farmers Market sessions. The Farmers' Market Manager reserves the right to define and administer this clause.
44. Pre-registered vendors who are repeatedly late or absent from scheduled events will be considered in violation of the rules of the Market and may lose the right to participate in the Sea Bright Farmers Market for the balance of the season.
45. The Sea Bright Farmers Market reserves the right to amend, change or suspend any part or portion of these rules at its discretion.
46. The Sea Bright Farmers Market reserves the right to prohibit anyone from participating in the Market.
47. The Borough of Sea Bright, its Staff and Volunteers are not responsible for product liability or the paying of sales taxes for individual Vendors.

I have read the Rules of the Market and agree to be bound by them.

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_



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**HOLD HARMLESS AGREEMENT**

Between the Borough of Sea Bright, and  
\_\_\_\_\_, Contractor/Market Vendor,  
whose mailing address is  
\_\_\_\_\_.

**WITNESSTH:**

1. \_\_\_\_\_, Contractor/Market Vendor, agrees to release, indemnify and hold harmless the Borough of Sea Bright from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or other representatives, arising out of or in any manner related to their participation in the Sea Bright Farmers' Market.

2. The facilities will be used for the purpose of selling produce and products as described in the Vendor Registration Form (p. 2); for educational programs related to sustainable, locally sourced, and organic living; for promotion community related interests; and no other.

3. Participation in the Sea Bright Farmers' Market is governed by the Rules set forth on page 3 as enforced by the Market Managers.

Location: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNED: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor/Market Vendor)

Witness: \_\_\_\_\_ Date: \_\_\_\_\_